## JUDICIAL COUNCIL OF CALIFORNIA STANDARD AMENDMENT COVERSHEET

MASTER AGREEMENT NUMBER MA-200912	AMENDMENT NUMBER 8
	FEDERAL EMPLOYER ID NUMBER 31-1711254 (Response Technologies Ltd.) 31-1749742 (StopTech Ltd.)

- 1. All capitalized terms not defined in this amendment (the "Amendment") have the meanings given to them in the Master Agreement referenced above (the "Agreement"). As set forth in the Agreement, the term "Contractor" refers to **StopTech Ltd.** and the term "Judicial Council" or "State" refers to the **Judicial Council of California**.
- 2. This Amendment becomes effective on November 28, 2016.
- 3. Contractor wishes to assign all of its rights and obligations under the Agreement to an affiliate, Response Technologies Ltd. The Agreement requires that Contractor obtain the Judicial Council's written consent prior to assignment of the Agreement (see Exhibit A Standard Provisions, paragraph 4, No Assignment of the Agreement). The Judicial Council has agreed to such assignment. The parties agree that this Amendment incorporates the provisions below.
- 4. This assignment and assumption agreement ("Assignment") is made as of November 21, 2016 (the "Assignment Date") among StopTech Ltd. ("Contractor"), Judicial Council of California ("Judicial Council") and Response Technologies Ltd. ("Response Technologies Ltd.") regarding Master Agreement Number MA-200912 (the "Agreement").
  - A. **Assignment and Assumption.** Contractor hereby fully and forever assigns all of its rights, interests, duties and obligations in, to and under the Agreement to Response Technologies Ltd. Response Technologies Ltd., for good and valuable consideration, hereby accepts Contractor's assignment, and assumes and agrees to perform all the duties and obligations of Contractor arising under the Agreement from and after the Assignment Date. With respect to all rights and obligations arising from and after the Assignment Date, the term "Contractor" in the Agreement will refer to Response Technologies Ltd.
  - B. **Consent.** Judicial Council consents to the assignment and assumption of the Agreement from Contractor to Response Technologies Ltd. pursuant to this Assignment and acknowledges that the Agreement will remain in full force and effect in accordance with its terms, as modified in this Assignment. This Assignment will apply to, bind, and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns, from and after the Assignment Date.
  - C. The parties agree that this Assignment represents the parties' entire understanding regarding its subject matter.
- 5. The parties agree that except as provided in this Amendment, all terms and conditions of the Agreement, as previously amended, remain in full force and effect.

JUDICIAL COUNCIL'S SIGNATURE	CONTRACTOR'S SIGNATURE	RESPONSE TECHNOLOGIES LTD. SIGNATURE
Judicial Council of California	StopTech Ltd.	Response Technologies Ltd.
BY (Authorized Signature)	BY (Authorized Signature)  Andre Oli	BY (Authorized Signature) Andin D. M.
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING
Paula Coombs, Supervisor	Andrew S. Morrison, President	Andrew S. Morrison, President
DATE EXECUTED 20-2016	DATE EXECUTED 12/13/2016	DATE EXECUTED 12/13/2016
ADDRESS	ADDRESS	ADDRESS
Attn: Branch Accounting and Procurement   Administrative Division 2850 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833-4348	365 Industrial Drive Harrison, OH 45030	365 Industrial Drive Harrison, OH 45030